

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In Re:
Santo T. Freni

Case Number 14-10455-JNF
Chapter 13

**JOINT MOTION FOR AUTHORITY TO
ENTER INTO LOAN MODIFICATION AGREEMENT**

Now comes Santo T. Freni (the “Debtor”), jointly with Nationstar Mortgage LLC f/k/a Centex Home Equity Company, LLC (the “Lender”), by and through their respective counsel, and respectfully move this Honorable Court for authority to enter into a Loan Modification Agreement in connection with the first mortgage on the Debtor’s primary residence located at *64 Uptack Road, Groveland, MA 01834* (“Property”). As reason therefore, the parties state as follows:

1. The Debtor filed for protection under Chapter 13 of the United States Bankruptcy Code on February 5, 2014. A Chapter 13 Plan has not yet been confirmed.

2. As evidenced by its Proof of Claim (Claim No. 3-1 filed on March 6, 2014), the Property is encumbered by a first mortgage given by the Debtor and non-debtor and co-mortgagor, Kathleen Freni, to Centex Home Equity Company, LLC (the “Mortgage”). The Mortgage is dated November 8, 2005 and is recorded at Essex County (Southern District) Registry of Deeds in Book 25119, Page 447. Pursuant to said Proof of Claim, at the time of the filing of this Chapter 13 Petition, the outstanding principal balance on the mortgage was \$600,285.73, with a pre-petition total debt claim of \$605,748.30 and pre-petition arrears of \$9,450.09. The Mortgage is also presently serviced by Nationstar Mortgage LLC (the “Servicer”).

3. The Mortgage secures a promissory note given by the Debtor to Centex Home Equity Company, LLC in the original principal amount of \$568,000.00 (the “Note”). The Note is for a thirty-year term, with an adjustable interest rate originally set at 6.995% per annum. The initial monthly principal and interest payment was \$3,777.02 per month.

4. The Debtor has fallen into arrears post-petition on his monthly mortgage payments and has applied for a loan modification agreement with the Lender in order to capitalize the current arrears on the Mortgage and Note. The Lender has extended terms of a Loan Modification Agreement to the Debtor,

Santo T. Freni